



P.O. BOX 850 | COWETA, OKLAHOMA 74429 | PH. (918) 486-2189 | FAX (918) 486-5366 | www.cityofcoweta-ok.gov

AGENDA - REGULAR MEETING
COWETA CITY COUNCIL
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, MARCH 2, 2020 6:00 P.M.

MEETING PROCEDURE: Comments on all scheduled agenda items will be heard immediately following the presentation by staff or the petitioner. Please wait until you are recognized by the Mayor and keep your comments as brief as possible. Individuals addressing the City Council must identify themselves by name prior to making any comments. The City Council will act on an agenda item after comments from staff and the City Council have been heard.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

EVETTE MORRIS _____

HAROLD CHANCE _____

NAOMI HOGUE _____

LOGAN BROWN _____

RANDY WOODWARD _____

IV. GENERAL CITY COUNCIL COMMENTS

(During the General City Council Comments section of the agenda, the City Council shall make no decision or take any action except as to request the City Manager to schedule the matter for Council discussion at a later date.)

V. CONSENT

(All matters under the "Consent Calendar" are considered by the City Council to be routine and will be enacted by one motion. Any Councilmember may, however, remove an item from consent by request.)

1. Approval of the Minutes of the Regular Meeting.

Approval of the minutes of the Coweta City Council Regular Meeting held on February 3, 2020.

Documents:

[200203 MINUTES OF THE COWETA CITY COUNCIL.PDF](#)

2. Surplus of Property

Approval of a declaration of surplus on the following and authorization for the City Manager to dispose of accordingly: various tires and one conex box.
(Greg Edwards, Fire Chief)

Documents:

[SURPLUS OF CONEX BOX.PDF](#)

[SURPLUS TIRES.PDF](#)

VI. OLD BUSINESS

1. CZ 20-01

Discussion and possible action on an application for a Specific Use Permit for a mini storage facility

for recreation vehicles and campers on property currently zoned General Commercial (CG) and located in the S 1/2 of Section 26, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma with a physical address of 10397 South State Highway 51, in Coweta, Oklahoma.

(Chip Cohrs, Community Development Director)

Documents:

[200302 STAFF REPORT CZ 20 01.PDF](#)
[CZ 20-01 SUP AERIAL VIEW MAP.PDF](#)
[CZ 20-01 SUP LOCATION MAP.PDF](#)
[CZ 20-01 SUP ZONING MAP.PDF](#)

2. CZ 20-02

Discussion and possible action on an application for a Specific Use Permit for a medical marijuana dispensary to be located on property currently zoned General Commercial (CG) and located in the N/2 of the E/2 of the NW/4 of Section 27, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma with a physical address of 11150 South 265th East Avenue, Suite A, in Coweta, Oklahoma.

(Chip Cohrs, Community Development Director)

Documents:

[200302 STAFF REPORT CZ 20 02.PDF](#)
[CZ 20-02 SUP LOCATION MAP.PDF](#)
[CZ 20-02 SUP AERIAL VIEW MAP.PDF](#)
[CZ 20-02 SUP SITE PLAN.PDF](#)
[CZ 20-02 SUP ZONING MAP.PDF](#)
[CZ 20-02 SUP SECURITY SYSTEM.PDF](#)
[CZ 29-02 SUP VENTILATIONAIR SYSTEM.PDF](#)
[CZ 20-02 SUP - W-MAP-FLOWER TOPS.PDF](#)

3. Award of Bid

Discussion and possible action to award a bid to Meter Install Group. LLC for the acquisition and installation of an automatic meter reading system and related equipment in an amount not to exceed Six Hundred Sixteen Thousand Five Hundred Eighty Eight Dollars (\$616,588.00).

(Wes Richter, Public Works Director)

Documents:

[200302 STAFF REPORT AMR SYSTEM.PDF](#)
[200302 CONTRACT FOR METER REPLACEMENT AND AMR INSTALLATION.PDF](#)
[AMR SYSTEM BID TAB-LTR.PDF](#)

4. Joint Resolution 2020-07

Discussion and possible action on the adoption of Joint Resolution 2020-07, a joint resolution of the City of Coweta, Oklahoma City Council and the Board of Trustees of the Coweta Public Works Authority allocating funds for the purchase of Automatic Meter Reading technology and the terms for the repayment thereof.

(Roger Kolman, City Manager)

Documents:

[200302 JOINT RESOLUTION 2020 07.PDF](#)

5. Resolution 2020 08

Discussion and possible action on the adoption of Resolution 2020-08, a resolution of the City Council of the City of Coweta, Oklahoma accepting as dedicated public right of way certain unimproved property located within Section 35, Township 18 North, Range 15 East of the Indian Base and Meridian, City of Coweta, Wagoner County, State of Oklahoma.

Documents:

[200302 STAFF REPORT DEDICATED RIGHT OF WAY.PDF](#)
[RESOLUTION 2020-08 ACCEPTING DEDICATED RIGHT OF WAY.PDF](#)

[DEED OF DEDICATION.PDF](#)
[ALTA.PDF](#)

VII. NEW BUSINESS

(Business which was not foreseen prior to the posting of the agenda.)

VIII. ADJOURNMENT

IF YOU REQUIRE A SPECIAL ACCOMMODATION PURSUANT TO THE AMERICANS WITH DISABILITIES ACT, PLEASE NOTIFY CITY HALL BY 9:00 A.M. ON THE DATE OF THE MEETING.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
FEBRUARY 3, 2020 6:00 P.M.**

The members of the Coweta City Council met in regular session on Monday, February 3, 2020 at 6:00 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

COUNCILMEMBERS PRESENT: Evette Morris, Harold Chance, Naomi Hogue, Logan Brown, Randy Woodward.

COUNCILMEMBERS ABSENT: None.

I. CALL TO ORDER

The meeting was called to order by Mayor Morris.

II. Pledge of Allegiance given

III. ROLL CALL

Roll call taken. Councilmembers were present and absent as shown above.

IV. GENERAL CITY COUNCIL COMMENTS

Mayor Morris welcomed City Attorney Ronald Cates back from medical leave.

V. CONSENT

Motion by Harold Chance, second by Logan Brown to approve the consent calendar items:

1. Minutes of the Coweta City Council Regular Meeting held on January 6, 2020.
2. Approval of the quarterly financial results and operational activities of the City of Coweta's 911 system for the second quarter of Fiscal Year 2019-2020 in accordance with 63 O.S. §2815 (F).
3. Declaration of surplus and authorization of the City Manager to dispose of obsolete Police equipment.

Aye: Harold Chance
Logan Brown
Randy Woodward
Evette Morris
Naomi Hogue

VII. OLD BUSINESS

1. Employee Awards

Police Chief Michael Bell presented awards to Coweta Police Officers as follows:

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
FEBRUARY 3, 2020 6:00 P.M.**

Officer Picket – Life Saving Award; Officer King – General Commendation; Officer Winters – General Commendation; and Officer Leak – General Commendation.

2. American Legion Monument Presentation

Roy Jordan from American Legion Post 226 gave an update on the American Legion Centennial Monument project.

3. Presentation on Energy Efficiency

LaQuisha Epps from Public Service Company of Oklahoma (PSO) presented information regarding energy efficiency programs available through PSO.

4. Fiscal Year 2018-2019 Audited Financial Report and Operating Report

Andy Cromer from Arledge & Associates presented the results of the annual audited financial report and operating report for the fiscal year ended June 30, 2019.

Motion by Harold Chance, second by Randy Woodward to acknowledge receipt of the fiscal year 2019 audit report.

Aye: Harold Chance
Randy Woodward
Evette Morris
Naomi Hogue
Logan Brown

5. Resolution 2020-05 regarding Budget Amendments FY19-20

Julie Casteen, Assistant City Manager, presented information on the supplemental appropriations needed to the FY19-20 Budget.

Motion by Harold Chance, second by Randy Woodward to adopt Resolution 2020-05.

Aye: Harold Chance
Randy Woodward
Evette Morris
Naomi Hogue
Logan Brown

6. Fire Department Agreement

Fire Chief Greg Edwards discussed an agreement with the Oklahoma Department Agriculture, Food and Forestry Department of Defense pertaining to monetary grants to the Coweta Fire Department for equipment.

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Motion by Evette Morris, second by Harold Chance to approve the agreement with the Oklahoma Department Agriculture, Food and Forestry Department of Defense, and authorizing the Mayor to execute the agreement.

Aye: Evette Morris
Harold Chance
Naomi Hogue
Logan Brown
Randy Woodward

7. Purchase of New Truck

Chief Edwards presented information on the purchase of a new brush truck to replace a 1995 truck, funded through the Rural Firefighter's Fund.

Motion by Harold Chance, second by Evette Morris to approve the purchase of a 2020 Chevrolet 3500 4x4 from Carter Chevrolet in an amount not to exceed Thirty-Four Thousand Dollars (\$34,000) utilizing the State of Oklahoma Statewide Bid List SW0035 and directing the City Manager to execute all necessary documentation.

Aye: Harold Chance
Evette Morris
Naomi Hogue
Logan Brown
Randy Woodward

8. Purchase of Kubota Tractor and Flail Mower for the Streets Department

Wes Richter, Public Works Director, presented information on the purchase of Kubota Tractor and Flail Mower to replace a 2004 tractor that is no longer repairable.

Motion by Harold Chance, second by Randy Woodward to approve the purchase of a Kubota M7060HD Tractor and Flail Mower from Stewart Martin Equipment at a cost not to exceed \$36,500, utilizing Oklahoma Statewide contract SW196 and authorizing the City Manager to execute all necessary documents related thereto.

Aye: Harold Chance
Randy Woodward
Evette Morris
Naomi Hogue
Logan Brown

9. City Hall Roofing Bid

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FEBRUARY 3, 2020 6:00 P.M.**

Chip Cohrs, Community Development Director, presented information on bids from Oklahoma Roofing and Sheet Metal LLC to replace the roof on the City Hall. Staff recommends replacing the existing roof with a TPO material roof at a cost not to exceed \$155,000. Mr. Kolman explained that by using the Oklahoma Office of Management and Enterprise Services' Roof Asset Management Program, a formal bid process is not necessary.

Motion by Randy Woodward, second by Harold Chance to award a bid to Oklahoma Roofing and Sheet Metal LLC to replace the roof on the City Hall at a cost not to exceed \$155,000.

Aye: Randy Woodward
Harold Chance
Naomi Hogue
Logan Brown
Evette Morris

10. Re-Advertising the 2018 CDBG Water line Project

Chip Cohrs discussed the need to re-advertise the 2018 CDBG water line project as a result of the previous low bidder being unable to secure the necessary bonds. The project has been modified to bring the estimated cost down to within \$50,000 of the original budget.

Motion by Evette Morris, second by Logan Brown to authorize staff to re-advertise the project for bids.

Aye: Evette Morris
Logan Brown
Harold Chance
Naomi Hogue
Randy Woodward

11. Alley Closure in Block 8 Orcutt Addition and Block 5 New Coweta

Chip Cohrs discussed a request from O'Reilly Auto Parts Store to close a 20-foot-wide alley in Block 8, Orcutt Addition and Block 5, Plat of New Coweta to accommodate the construction of a new facility. Various utility companies which may have a vested interest in the area have responded that they have no issue with the closure. The Coweta Planning Commission recommended approval following a public hearing that was held January 27, 2020.

Motion by Harold Chance, second by Randy Woodward to adopt Ordinance 829 providing for and declaring the closing and vacation to public use of a 20-foot wide alley located in Orcutt Addition to New Coweta, situated between lots 1 through 19, Block 8; in Orcutt

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Addition to new Coweta, and Lots 1 through 6, Block 5; in New Coweta less south State Highway 51, in Section 18, Township 17 North, Range 16 East of the Indian Base and Meridian, City of Coweta, Oklahoma, said tract being more particularly described hereinafter, and retaining the rights of any holder of a franchise or others determined by the governing body to have a special right or privilege granted by Ordinance or legislative enactment to maintain their existing utilities, and retaining absolute right to reopen the alleyways without expense to the municipality and declaring an emergency.

Aye: Harold Chance
Randy Woodward
Evette Morris
Naomi Hogue
Logan Brown

12. Declaration of an Emergency Ordinance 829

Discussion was held regarding possible action declaring an emergency for Ordinance No. 829, making it effective immediately upon publication.

Motion by Harold Chance, second by Randy Woodward, to declare an emergency for Ordinance No. 829, making it effective immediately upon publication.

Aye: Harold Chance
Randy Woodward
Evette Morris
Naomi Hogue
Logan Brown

13. Ordinance 830 Amending Chapter 18 of Zoning Code

Chip Cohrs presented information on proposed changes to Chapter 18 of the Zoning Code that would allow for leased sign panels for the purpose of providing directional information for single-unit and multi-unit residential developments, commercial developments, local businesses, not-for-profit agencies and Community Facilities.

Motion by Harold Chance, second by Logan Brown to adopt Ordinance 830, an ordinance of the City of Coweta, Oklahoma amending Chapter 18 of the City of Coweta Zoning Code pertaining to signs by adding Section 18.17 Community Kiosk Signs, Amending Sections 18.12 and 18.14 for definitional purposes, amending the Table of Contents for Chapter 18 and declaring an emergency.

Aye: Harold Chance
Logan Brown
Randy Woodward

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
FEBRUARY 3, 2020 6:00 P.M.**

Evette Morris
Naomi Hogue

14. Declaration of an Emergency Ordinance 830

Discussion was held regarding possible action declaring an emergency for Ordinance No. 830, making it effective immediately upon publication.

Motion by Harold Chance, second by Randy Woodward, to declare and emergency for Ordinance No. 830, making it effective immediately upon publication.

Aye: Harold Chance
Logan Brown
Randy Woodward
Evette Morris
Naomi Hogue

15. Ordinance 828 Regarding Capital Improvements Sales Tax

Roger Kolman discussed the need for a One Percent (1%) sales tax increase dedicated to fund capital improvements. Mr. Kolman presented several examples of infrastructure throughout the city in need of repair or upgrade.

Motion by Harold Chance, second by Randy Woodward to adopt Ordinance 828, an ordinance of the City of Coweta, Oklahoma that: (A) levies and assesses a One Percent (1%) sales tax on the gross receipts of proceeds on taxable sales of goods and services, as defined in the ordinance, in the City of Coweta, Oklahoma in addition to all present sales taxes upon such gross receipts or proceeds for the purpose of funding capital improvements pertaining to road and street improvements, water and wastewater system improvements, storm sewer improvements, acquisition of parks maintenance equipment, improvements to public parks lands and facilities, improvements to public safety facilities, and acquisition of public safety vehicles and equipment, all within said city, and/or to be applied or pledged toward the payment of principal and interest on any indebtedness, including refunding indebtedness, incurred by or on behalf of said city for such purpose; (B) provides for such sales tax to begin July 1, 2020; (C) provides for the duration of such sales tax to be permanent; (D) prescribes procedures for the collection and remittance of such sales tax and penalties for the failure to do so; and (E) includes such other provisions, terms and conditions as necessary and lawful for the effective implementation and enforcement of this ordinance.

Aye: Harold Chance
Randy Woodward
Evette Morris

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
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Naomi Hogue
Logan Brown

16. Resolution 2020-04 Calling for Special Election

Roger Kolman stated that the sales tax increase adopted by Ordinance 828 must be approved by a vote of the people. Resolution 2020-04 authorizes the calling and holding of a special election for possible approval of a one percent (1%) capital improvements sales tax. The next available election date is April 7, 2020.

Motion by Harold Chance, second by Randy Woodward to adopt Resolution 2020-04.

Aye: Harold Chance
Randy Woodward
Evette Morris
Naomi Hogue
Logan Brown

VIII. NEW BUSINESS

There was no new business.

IX. ADJOURNMENT

Mayor Morris adjourned the meeting at 7:13 p.m.

Evette Morris, Mayor

Julie Casteen, City Clerk



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Memorandum

To: Honorable Mayor and City Council

From: Greg Edwards, Fire Chief

Re: Surplus of Conex Box

Date: February 19, 2020

BACKGROUND

The Fire Department has a Conex box that was donated to the department in 2009 to be utilized as a training prop. The Fire Department modified this box to be used as a live fire training room up until approximately 2012. The Wagoner County Commissioners were gracious enough to allow the department to place this box at the Wagoner County District 3 barn, where it still sits today. The Conex box has not been utilized in about 7 years and is no longer a viable training aid for the department.

STAFF RECOMMENDATION

Staff recommends a motion to approve the surplus of this Conex box and it be donated to Wagoner County to be used or disposed of as they see fit.

**CITY OF COWETA/COWETA PUBLIC WORKS AUTHORITY
SURPLUS PROPERTY DECLARATION AUTHORIZATION**

This form is required to dispose of any City/Authority surplus property. Department Head completes this form and submits it to the City Manager. If surplus declaration is approved, Department will be notified and disposal will begin. Online Auction Administrator will notify department when the item has sold.

Department: Fire Dept Department Contact: Greg Edwards Date: 2/19/2020

Items Requested to be Surplused: _____ ID/Asset Tag Number: _____

PROPERTY DESCRIPTION	CONDITION	DATE PUCHASED	PURCHASE PRICE
1 Conex Box	<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Unknown	Donated in 2009	

Reason for being surplused: No longer utilized. In poor condition

Has it been offered for transfer to another Department within the City: No

Has it been offered for transfer to another agency within the State: Yes If so, to whom: Wagoner County

Donated to outside government agency: No Name of agency: _____

Sold for scrap metal: No To whom: _____ Amount received: _____

Will this be sold on the Public Surplus website: No If so, what is the minimum bid: _____

Dates advertised on website: NA Did item sell: _____ Amount received: _____

Has proper advertisement been completed: NA Newspaper(s): _____ Other public notice(s): _____

Name, Address, and Telephone Number of Buyer: _____

Item ready to be released to buyer with a copy of receipt attached: NA Date: _____

Date and signature of City Manager detailing the approval of the request for surplus: _____

Date surplus approved by City Council/Trustees: _____

Date, Amount, Check number, and receipt of check received from Public Surplus: _____

Removed from Fixed Assets: _____



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Memorandum

To: Honorable Mayor and City Council

From: Greg Edwards, Fire Chief

Re: Surplus of Tires

Date: February 19th, 2020

BACKGROUND

The Fire Department has accumulated approximately 25 tires over the last several years that are being stored at the city garage. The Fire Department no longer has any use for these tires because the majority of them no longer fit any of the apparatus currently in the inventory of the fire department.

STAFF RECOMMENDATION

Staff recommends a motion to approve the surplus of these tires to make more room in the city garage. Staff recommends donating these tires to Wagoner County Emergency Management to be used on some of their older apparatus or as they see fit.

**CITY OF COWETA/COWETA PUBLIC WORKS AUTHORITY
SURPLUS PROPERTY DECLARATION AUTHORIZATION**

This form is required to dispose of any City/Authority surplus property. Department Head completes this form and submits it to the City Manager. If surplus declaration is approved, Department will be notified and disposal will begin. Online Auction Administrator will notify department when the item has sold.

Department: Fire Dept Department Contact: Greg Edwards Date: 2/19/2020

Items Requested to be Surplused: _____ ID/Asset Tag Number: _____

PROPERTY DESCRIPTION	CONDITION	DATE PUCHASED	PURCHASE PRICE
25 used tires stored at city garage	<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Unknown	unknown	unknown

Reason for being surplused: No longer utilized. In poor to fair condition.

Taking up space at city garage

Has it been offered for transfer to another Department within the City: No

Has it been offered for transfer to another agency within the State: Yes If so, to whom: _____

Wagoner County Emergency Management

Donated to outside government agency: No Name of agency: _____

Sold for scrap metal: No To whom: _____ Amount received: _____

Will this be sold on the Public Surplus website: No If so, what is the minimum bid: _____

Dates advertised on website: NA Did item sell: _____ Amount received: _____

Has proper advertisement been completed: NA Newspaper(s): _____ Other public notice(s): _____

Name, Address, and Telephone Number of Buyer: _____

Item ready to be released to buyer with a copy of receipt attached: NA Date: _____

Date and signature of City Manager detailing the approval of the request for surplus: _____

Date surplus approved by City Council/Trustees: _____

Date, Amount, Check number, and receipt of check received from Public Surplus: _____

Removed from Fixed Assets: _____



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Memorandum

To: Honorable Mayor and City Council
From: Wm. H. Cohrs, III, PE; Community Development Director
Re: CZ 20-01 SUP
Date: 03-02-2020

BACKGROUND

Boatmen Holdings, LLC, the property owner and the applicant, have applied to establish a Specific Use Permit for a Min-Storage for (RV's Campers) on property located at 10397 South State Highway 51, in Section 26, Township 18 North, Range 15 East

A public hearing was held on the 24th of February by the Coweta Planning Commission. At the Planning Commission meeting there was no one present in opposition to the request. The Planning Commission recommended approval of the request to establish a Specific Use Permit for a Mini Storage.

Staff finds that this request if approved and implemented would be compatible with the use for a mini storage on the property in the area contemplated by the Comprehensive Plan. Staff finds that this request is in compliance with the Coweta Comprehensive Plan.

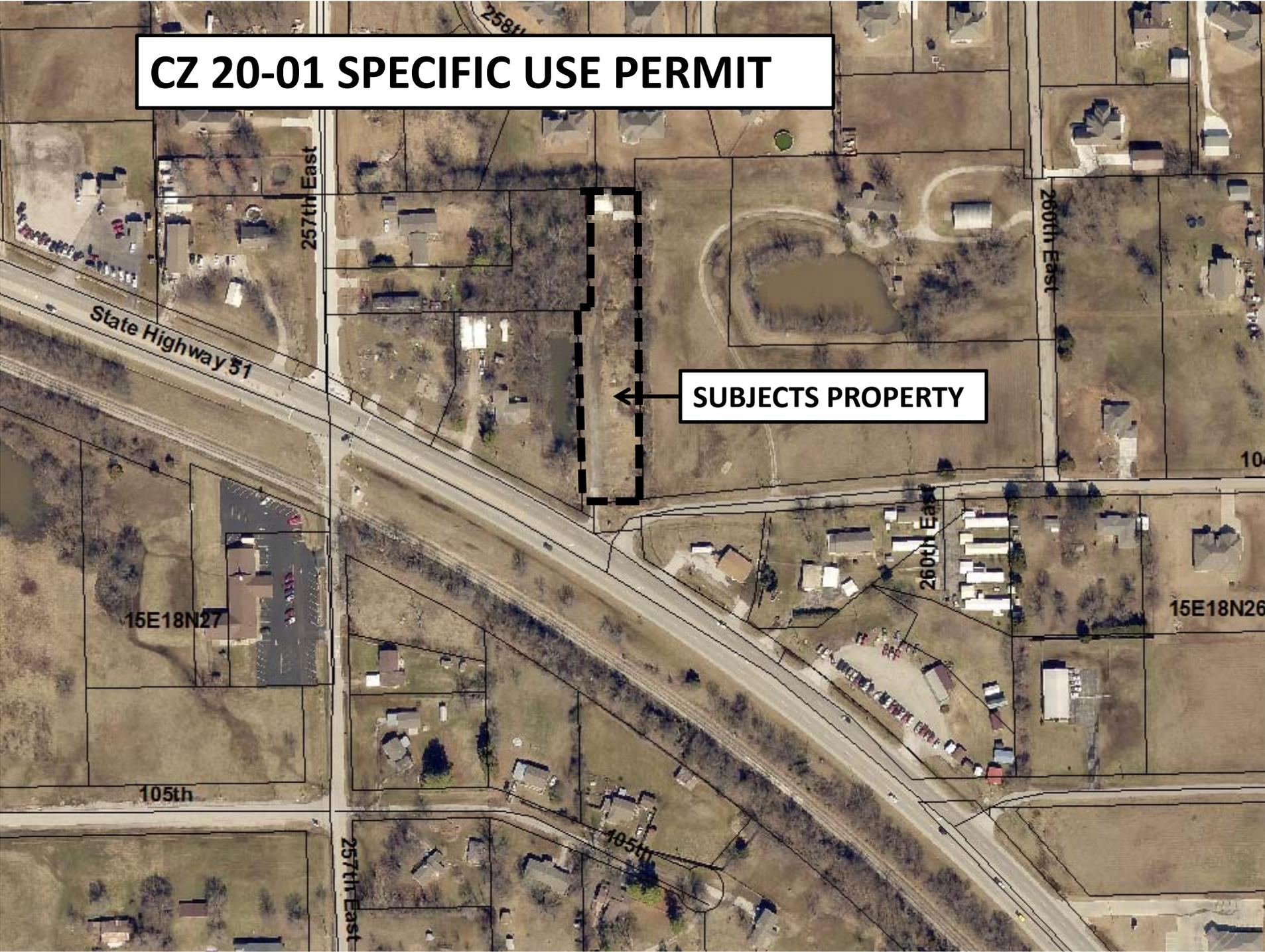
STAFF RECOMMENDATION

Staff recommends approval of the request, to establish a Specific Use Permit, approval of CZ 20-01 SUP.

ATTACHMENTS

1. Aerial View Map
2. Zoning Map
3. Public Hearing Notice

CZ 20-01 SPECIFIC USE PERMIT



SUBJECTS PROPERTY

State Highway 31

257th East

260th East

15E18N27

105th

257th East

260th East

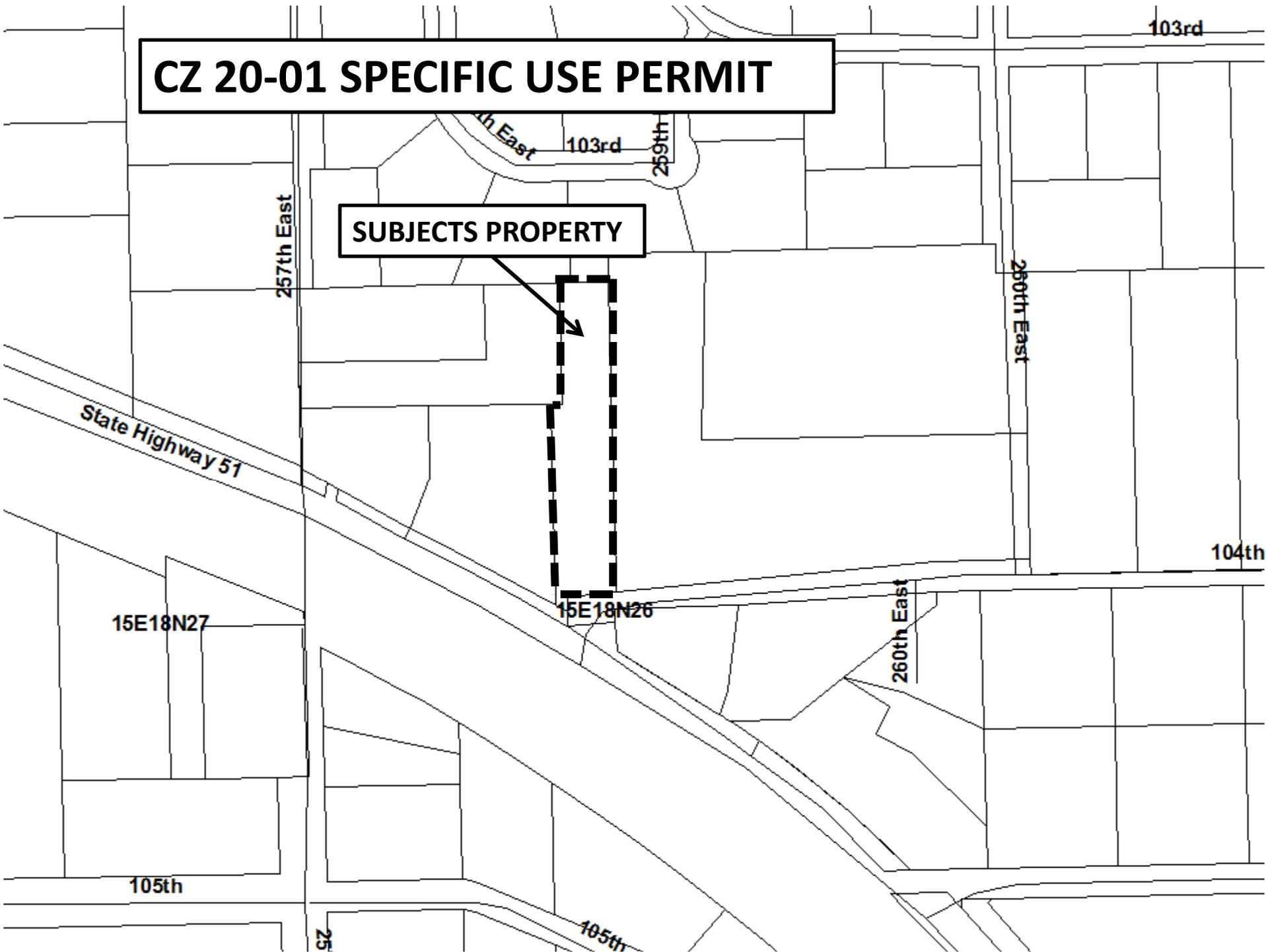
15E18N26

105th

10

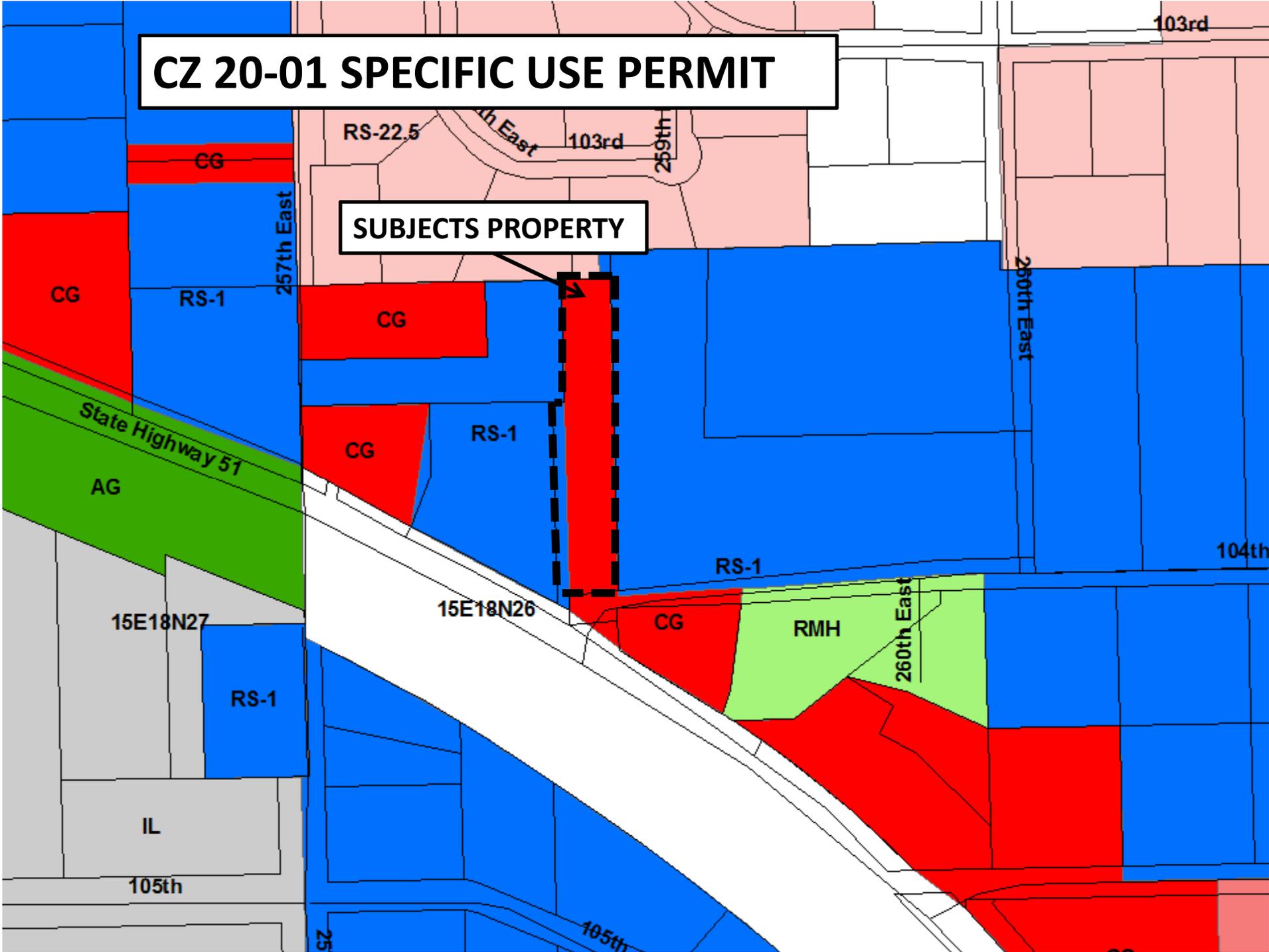
CZ 20-01 SPECIFIC USE PERMIT

SUBJECTS PROPERTY



CZ 20-01 SPECIFIC USE PERMIT

SUBJECTS PROPERTY





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Memorandum

To: Honorable Mayor and City Council
From: Wm. H. Cohrs, III, PE; Community Development Director
Re: CZ 20-02 SUP Medical Marijuana Dispensary
Date: 03-02-2020

BACKGROUND

Nemer Shiheiber, the property owner, and Sam Shiheiber, Flower Top Dispensary, the applicant, have applied to establish a Specific Use Permit for a Medical Marijuana Dispensary, in an existing building on the property zoned Commercial General (CG), located at 11150 South 265th East Avenue, Suite A Coweta, OK. The property is in the N/2 of the N/2 of the E/2 of the NW/4 of Section 35, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

A public hearing was held on the 24th of February by the Coweta Planning Commission. There was no public opposition to this application regarding the proposed Specific Use Permit for a Medical Marijuana Dispensary. The Planning Commission voted to recommend approval of the request for a Specific Use Permit for a Medical Marijuana Dispensary by a vote of 5-0.

Staff has received a copy of the Commercial Lease Agreement from the Property owner, and a map showing the property is over 1000 feet from any public or private school and 1000 feet from another medical marijuana retail establishments.

Staff finds that this request is in compliance with the Coweta Comprehensive Plan. If implemented, would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan.

STAFF RECOMMENDATION

Staff recommends approval of the request, to establish a Specific Use Permit, approval of CZ 20-02 SUP.

ATTACHMENTS

1. Aerial View Map
2. Zoning Map
3. Public Hearing Notice

CZ 20-02 SPECIFIC USE PERMIT

15E18N26

264th East

SUBJECTS PROPERTY

111th

111th

262nd E

112th

112th

112th

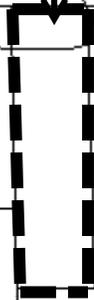
263rd E

15E18N35

113th

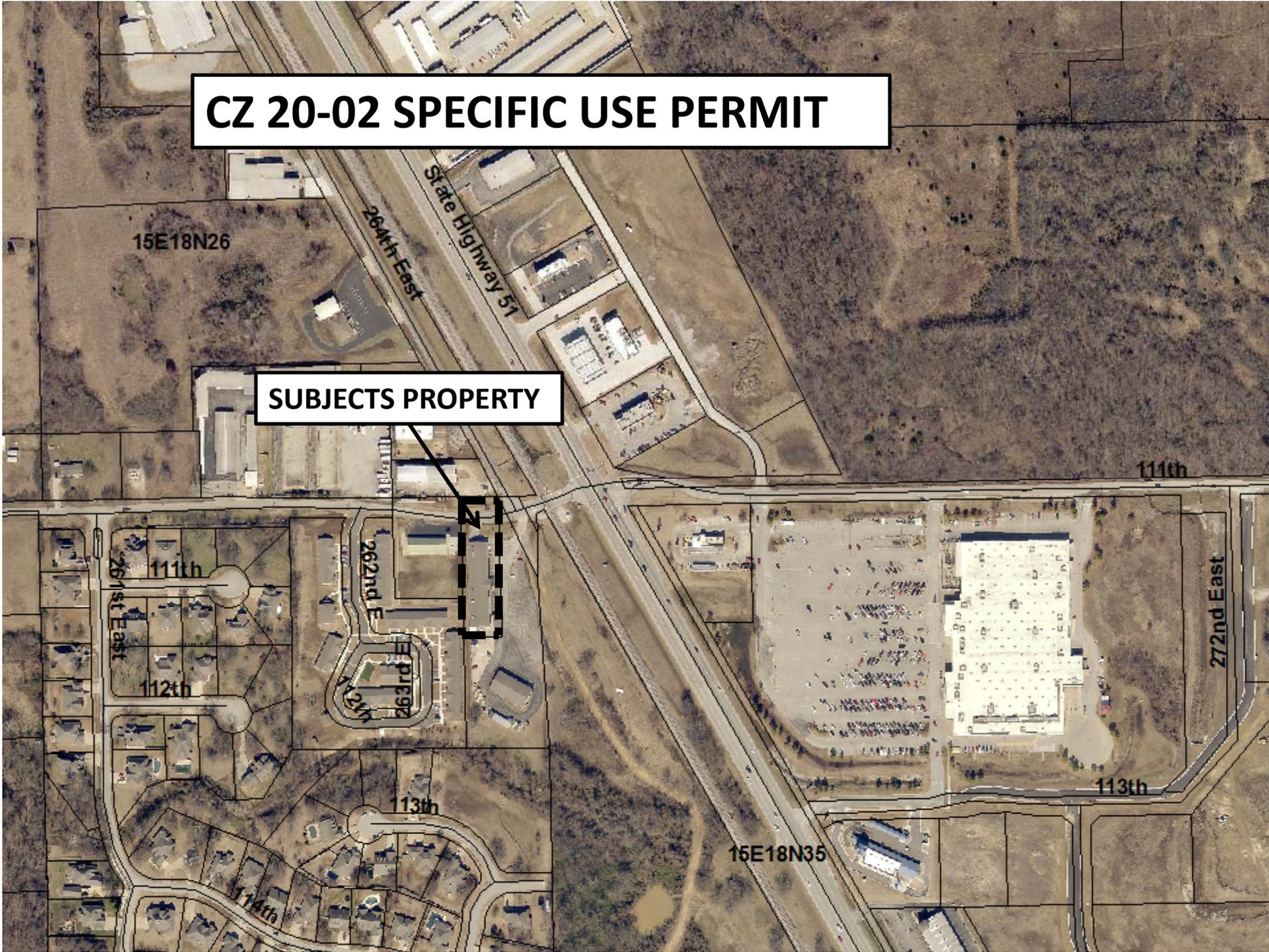
261st East

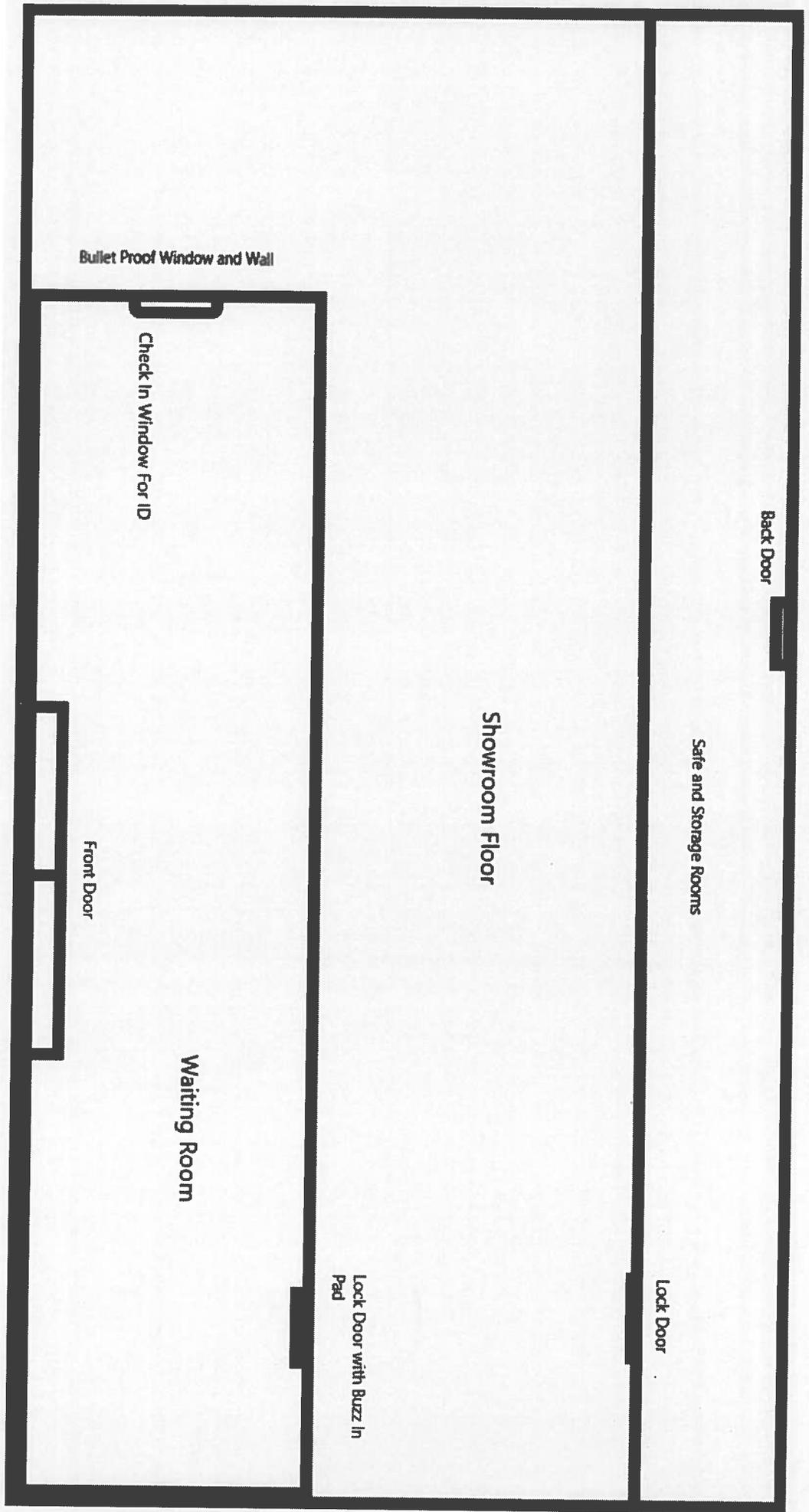
State High



CZ 20-02 SPECIFIC USE PERMIT

SUBJECTS PROPERTY





Back Door

Safe and Storage Rooms

Lock Door

Showroom Floor

Lock Door with Buzz In Pad

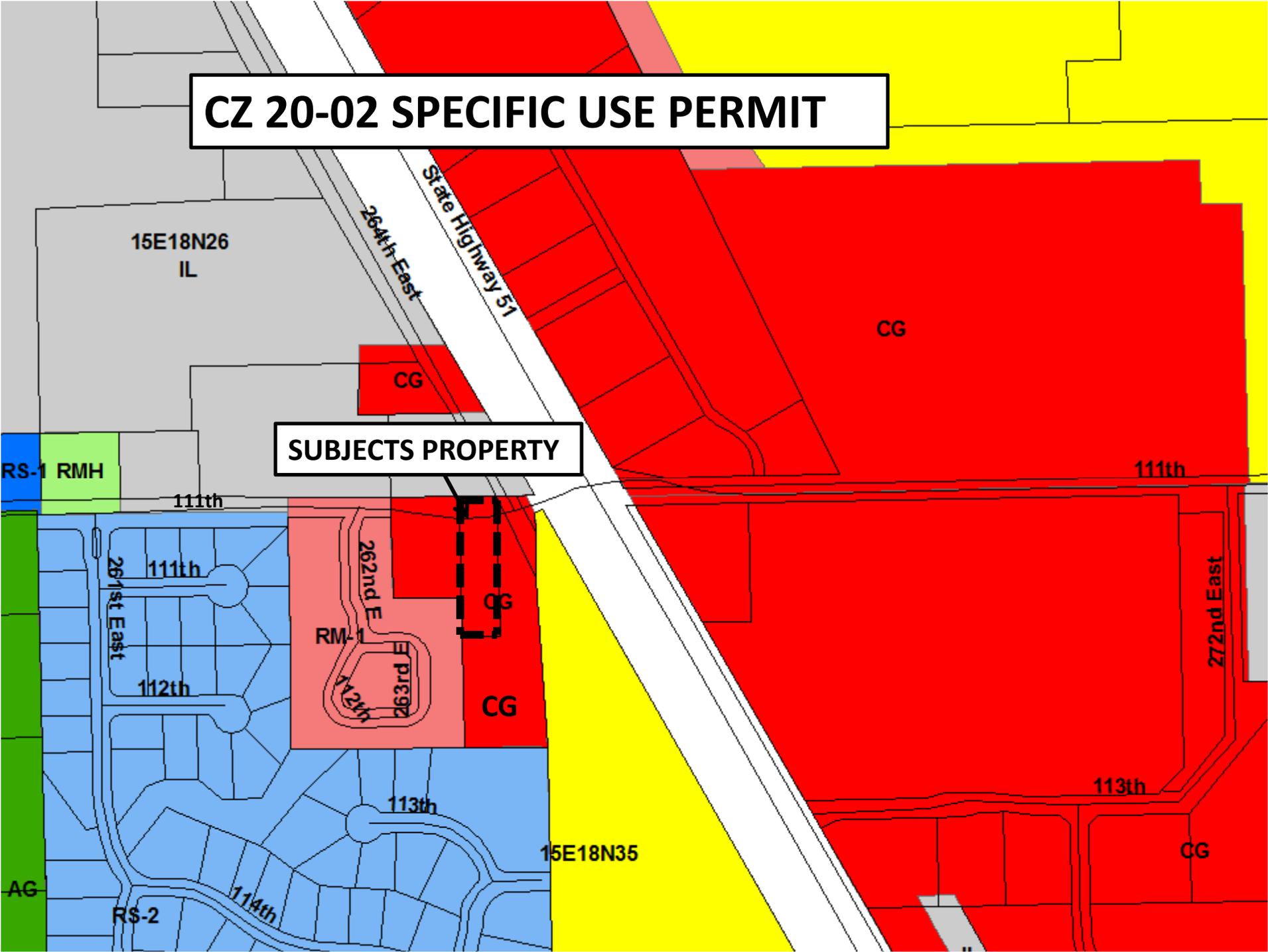
Waiting Room

Check In Window For ID

Front Door

Bullet Proof Window and Wall

CZ 20-02 SPECIFIC USE PERMIT



SUBJECTS PROPERTY

15E18N26
IL

264th East
State Highway 51

CG

CG

111th

RS-1 RMH

111th

261st East

112th

RM-1

262nd E

263rd E

CG

272nd East

113th

15E18N35

CG

AG

RS-2

114th

Additional Security Features

For product storage we will have a safe room in the back of the store that all product will be secured in at close of every business day. Within the room we will have locked cabinets. Only a minimal amount of product will be on display daily on the sales floor in locked glass storage display cases.

There will be a small secluded lobby area that is not open to the sales floor. In this lobby will be a single door that will be the only way to enter and exit the premises by being electronically buzzed in/out by the employees. This lobby area will also contain a tempered break resistant glass window that all patrons who enter will have to check in at. The front door to the establishment will also be a tempered break resistant glass.

There will be alarms on all the glass windows and doors within the establishment. There will be twelve security cameras that monitor the inside and the outside of the business. These cameras will be monitored by an outside alarm company as well as self-monitored by the owner on his cell phone. Being able to self-monitor will be able to give more information to authorities if the business is breached. There will also be a backup system in place in case of loss of power.

Print

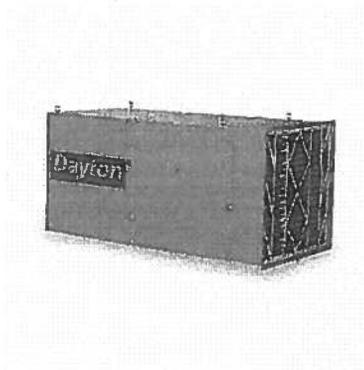
Email

HVAC and Refrigeration > Air Treatment > Air Cleaners >

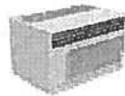
>
Industrial Air Cleaner, Ceiling Mount, 1800/1400/1000 Air Flow (CFM), 120 Voltage, 25 Height (In.)

Industrial Air Cleaner, Ceiling Mount, 1800/1400/1000 Air Flow (CFM), 120 Voltage, 25 Height (In.)

Item # 2HNR8 Mfr. Model # 2HNR8 Catalog Page # 3058 UNSPSC # 40161602



Categories based on your search



HVAC and Refrigeration



Air Treatment



Air Cleaners

Web Price

\$1,280.68 / each

This item requires special shipping, additional charges may apply.

Shipping Pickup

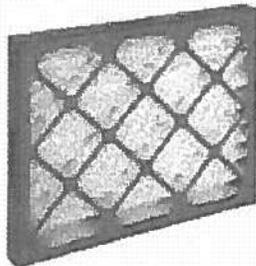
Expected to arrive **Fri. Jan 17.**

Ship To **74101** (Change)

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AIR HANDLER
General Use Pleated Air Filter, 15x20x2, MERV 7, Standard Capacity, Synthetic Beverage Board

Chat with an Agent

VIEW

Web Price

Item	Industrial Air Cleaner
Type	2 Stage Media
Mount	Ceiling

623667

Published in the Wagoner County American-Tribune,
Wagoner, Wagoner County, Oklahoma, January 29,
2020.

**NOTICE OF A PUBLIC HEARING BY THE
COWETA PLANNING COMMISSION:
CASE NUMBER CZ 20-02 SUP**

Notice is hereby given that a Public Hearing will be held before the Coweta Planning Commission at Coweta City Hall, 310 S. Broadway, Coweta, Oklahoma at 6:30 pm on the 24th day of February, 2020.

At the above time and place will be heard CZ 20-02 SUP, a request from Nemer Shiheiber, the property owner, and from Sam Shiheiber, Flower Tops Dispensary, the applicant, to establish a Specific Use Permit for a Medical Marijuana Dispensary, in an existing building on the property zoned Commercial General (CG). The property is located at 11150 South 265th East Avenue Suite A, Coweta, OK, in Section 35, Township 18 North, Range 15 East:

The West 100 feet of the East 200 feet of the North 370 feet of the N/2 of the N/2 of the E/2 of the NW/4 of Section 35, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma, containing 0.85 acres more or less

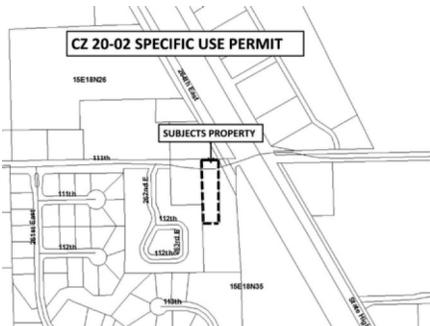
All persons interested in this matter may be present at the hearing to present their support for/objections against the above request.

In the event that the proposed specific use permit is approved in whole or part by the Planning Commission, said Commission shall submit its recommendation to the City Council of the City of Coweta for its consideration and action as provided by law.

The City Council's review of the Planning Commission's recommendation on the proposed specific use permit is tentatively scheduled for the March 2, 2020 City Council meeting, to be held at 6:00 PM at Coweta City Hall, 310 S. Broadway. Said information to be available from the office of the City Clerk.

For additional information, contact Coweta City Hall at 918-486-2189. Maps showing the specific use permit may be reviewed at the Community Development Office of the City of Coweta. Please reference the above case number.

Dated at Coweta, Oklahoma this 22nd Day of January 2020.





POST OFFICE BOX 850 • COWETA, OKLAHOMA 74429 • PH. (918) 486-2189 • FAX (918) 486-5366 • www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and Members of the City Council
Chairman and Members of the Board of Trustees

From: Roger Kolman, City Manager/Wes Richter, Public Works Director

Re: Award of Bid

Date: 3/2/2020

BACKGROUND

In the fall of 2019, staff requested permission from the Board of Trustees to seek bids for an Automatic Meter Reading (AMR) technology for the Coweta water distribution system. AMR technology allows utilities to collect important data on utility consumption while significantly reducing the amount of human capital dedicated to collecting that data. Manually reading water meters is a time consuming and laborious process that requires utility employees to walk from yard to yard, kneel in the grass, and often dig out or pump out the meter box in order to accurately read the meter. As meters must be read on a regular cycle, utility employees are often exposed to inclement weather conditions while performing their duties. The AMR technology has been deployed in various utility distribution systems in the United States for several decades with very positive results.

In January 2020, the City of Coweta/Coweta Public Works Authority issued a request for proposals to qualified bidders seeking an AMR solution for the approximately 3,300 water meters in Coweta's system. On January 27th, a mandatory pre-bid conference was held at which four prospective bidders were in attendance. Sealed bids were received for the project and publicly opened on February 10th. Bids were received from four bidders as shown on the attached bid tabulation. Three of the four bidders were invited to make a presentation to staff and clarify any questions from the submittals during the week of February 17th.

As a result of bid process and follow-up questions staff recommends awarding the bid to the lowest responsible bidder Meter Install Group, LLC in the amount of \$616,588.00.

Meter Install Group, LLC is a wholly owned subsidiary of RG3 Meter Company, and both companies are based in Longview, Texas where the meters are manufactured. As a related company, Meter Install Group can obtain the meters from the manufacturer directly, bypassing the distribution companies and their inherent markup on the products.

The project will be financed through an interagency loan from the City of Coweta to the Coweta Public Works Authority, with a nine-year payback schedule. The funds for repayment will come from the elimination of three (3) currently unfilled Meter Reader positions in the Coweta Public Works Authority.

STAFF RECOMMENDATION

Staff recommends award of the bid to Meter Install Group, LLC.

ATTACHMENTS

Bid Tabulation

Contract for purchase and installation

Contract Agreement Date:

BETWEEN the Owner:

City of Coweta & Coweta Public Works Authority
310 South Broadway
P. O. Box 850
Coweta, OK 74429

and the **Contractor**:

Meter Install Group LLC
2912 S. Access Rd.
Longview, TX 75602
Telephone Number: (903) 753-3456

for the following **Project**:

Water Meter Replacement

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
3	CONTRACT SUM
4	PAYMENT
5	INSURANCE
6	OWNER
7	CONTRACTOR
8	ADMINISTRATION
9	CHANGES IN THE WORK
10	TIME
11	PROTECTION OF PERSONS AND PROPERTY
12	CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OF THE CONTRACT
15	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS AND GENERAL PROVISIONS

§1.1 CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of:

1. This Agreement signed by the Owner and Contractor;
2. Written orders for changes in the Work issued after execution of this Agreement

§1.2 ENTIRE AGREEMENT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 9.

§1.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§1.4 WORK

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

§1.5 GOODS

The term “Goods” means the products the Owner has agreed to purchase in accordance with the terms and conditions of this Contract. The Goods include, but are not limited to, meters and AMR/AMI system.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the work shall be May 18, 2020 or ten (10) working days after the Owner provides a list of all meters being changed, whichever date is later. The Contractor shall substantially complete the Work not later than (120) calendar days from the date of commencement, subject to adjustment as provided in Article 9 and Article 10.

ARTICLE 3 CONTRACT SUM

§3.1 CONTRACT SUM

Subject to additions and deductions in accordance with Article 9, the Contract Sum is: \$616,588.00 (Six Hundred Sixteen Thousand, Five Hundred, Eighty-Eight Dollars and 00 Cents).

§3.2 VALUES RELATED TO THE WORK

For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

Item	Units and Limitations	Price per Unit
Installation of 5/8” Meter	3200	\$ 39.00
Installation of 1” Meter	4	\$ 39.00
Installation of 2” Meter	24	\$ 475.00
Installation of 2” Compound Meter (labor only, no lay length changes, additional parts, or vault work)	As Needed	\$1,775.00
Remove / Reset Box or Remove / Replace Box (labor only, box not included)	As Needed	\$25.00
Curb Stop / Shut Off (labor only, shut off not included)	As Needed	\$45.00
Replumb or Direct Connect (labor only, parts not included)	As Needed	\$45.00

Pricing will be calculated on a per unit basis and will vary according to the type of service rendered.

§3.3 VALUES RELATED TO THE GOODS

For purposes of payment, the Contract Sum includes the following values related to products (the "Goods") the Owner has agreed to purchase in accordance with the terms and conditions of this Contract:

Item	Units and Limitations	Price per Unit (\$0.00)
PD07GBT – 5/8" X 3/4" PD, GALLONS, BRASS BOTTOM, TESLA	3200	\$ 142.50
PD10GBT – 1" PD, GALLONS, BRASS BOTTOM, TESLA	4	\$ 226.00
PD20GBT – 2" PD, GALLONS, BRASS BOTTOM, TESLA	24	\$ 597.00
METER READING SOFTWARE	1	\$3000.00
LAPTOP COMPUTER SETUP FOR DRIVE BY READING	1	\$6000.00

Reoccurring Annual Fee (due on the anniversary of the date of Substantial Completion & paid to manufacturer)

Annual Software Maintenance Fee	1	\$ 2000.00
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Miscellaneous Installation Materials	Units and Limitations	Price per Unit (\$0.00)
Typical Plastic Meter Box for 5/8" X 3/4" Meters	As Needed	\$ 22.00
Lids for Typical Plastic Meter Box for 5/8" X 3/4" Meters	As Needed	\$ 18.00
2" Compound Meter with Integrated Encoder RF Register Devices	Per Unit	\$ 1095.00
Acquisition and Installation of RF Register on existing meters	Per Unit	\$ 123.00

ARTICLE 4 PAYMENT

§4.1 APPLICATION FOR PAYMENT

The Contractor's invoice will act as an Application for Payment. Application for Payment will be made as a Route, Book, Cycle, Geographical Area, or other reasonable bench marks have been completed.

§4.2 PAYMENT TERMS FOR WORK

Payment terms for Work completed are due 30 days from the date the Contractor's invoice is received by the Owner.

§4.3 RETAINAGE

No retainage shall be withheld.

§4.4 ACCEPTANCE, DELIVERY, AND PAYMENT FOR GOODS

§4.4.1 Payment for Goods is due upon receipt and acceptance.

§4.4.2 Upon receiving possession of the Goods, the Owner shall have 7 days to inspect the Goods to determine if the Goods conform to the requirements of this Contract. If the Owner, in good faith, determines that all or a portion of the Goods are non-conforming, the Owner may return the Goods to the Contractor. The Owner must provide written notice to the Contractor of the reason for rejecting the Goods. The Contractor will have 30 days from the return of the Goods to remedy such defects under the terms of this Contract.

§4.4.3 In addition to any other right or remedy provided by law, if the Owner fails to pay for the Goods when due, the Contractor has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies as provided by Section 14. 1.

§4.4.4 Time is of the essence in the performance of this Contract. The Contractor will arrange for delivery, by carrier chosen by the Contractor according to the following schedule:

Quantity	Description	Delivery Date
1000	PD07GBT – 5/8" X 3/4" PD METERS	May 11, 2020
1000	PD07GBT – 5/8" X 3/4" PD METERS	May 25, 2020
1200	PD07GBT – 5/8" X 3/4" PD METERS	June 8, 2020

4	PD10GBT – 1” PD METERS	June 8, 2020
24	PD20GBT – 2” PD METERS	June 8, 2020

*** The above schedule of Delivery will adjust to match the installation production rate***

§4.5 INTEREST ON OVERDUE PAYMENT

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment.

§4.6 ATTORNEY FEES

In the event an administrative or judicial proceeding is initiated and prosecuted to collect an invoice payment or interest due, the party prevailing in the proceeding shall have and recover from the other party a reasonable attorney fee, as well as, all costs and expenses incurred by said prevailing party, including but not limited to, filing fees, deposition expenses, preparation and reproduction of hearing or trial exhibits, and alternative dispute resolution fees.

§4.7 SUBSTANTIAL COMPLETION

§4.7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can utilize the Work and Goods for their intended uses. Warranties required by the Contract Documents shall commence on the date of Substantial Completion.

§4.7.2 When the Work or designated portion thereof is substantially complete, the Contractor shall prepare a Certificate of Substantial Completion. The Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete the Owner shall execute the Certificate of Substantial Completion that shall establish the date of Substantial Completion and shall fix the beginning of the warranty period.

§4.8 FINAL PAYMENT

§4.8.1 On receipt of final invoice, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a Final Payment.

§4.8.2 Acceptance of Final Payment by the Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice. The Owner (City of Coweta & Coweta Public Works Authority) is not responsible for any mechanics or materialman’s liens. It is intended that any claim of a subcontractor or material supplier be the sole responsibility and subject to complete resolution by Contractor, so that the project is completed free of any lien.

ARTICLE 5 INSURANCE

§5.1 COVERAGES

The Contractor and any subcontractors not covered under the Contractor’s insurance policy shall provide Contractor’s / Subcontractor’s general liability and other Insurance as follows:

Type of Insurance	Limit of Liability (\$0.00)
General Commercial Liability Per Occurrence	\$1,000,000.00
General Commercial Liability Per Aggregate	\$2,000,000.00
Workers Compensation Insurance and Employers Liability	\$1,000,000.00

§5.2 PROPERTY INSURANCE

The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement.

§5.3 ADDITIONAL INSURED

Owner will be listed as additional insured on insurance policies designated in Article 5.1.

§ 5.4 CERTIFICATES

Contractor must provide certificates of insurance confirming coverage as provided by section 5.1 to the Owner on or before the date of this Agreement, and renewal certificates must be provided to the Owner at least 30 days before the date of expiration of any required coverage. Failure to maintain any required insurance or to furnish any required certificate will be a default under this Agreement.

ARTICLE 6 OWNER**§6.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

§6.1.1 A. The Owner shall furnish a list of all meters to be replaced ten (10) working days prior to the Date of Commencement. If the Owner fails to provide a list of all meters to be replaced by the Date of Commencement listed in Article 2, the Date of Commencement will be adjusted to ten days after confirmed receipt of the list of all meters to be replaced by the Contractor.

B. The above referenced list shall include current meter serial numbers and 911 physical addresses. If the Owner does not provide this information, the Owner shall provide a knowledgeable person to escort the installation crew and aid in the location of the meters. This person must be available during the work hours set forth in this contract. Any delays or unavailability that hinders or halts the installation of the meters, will be charged to the Owner at the price of \$150.00/hour.

§6.1.2 The Owner shall furnish a list of inactive accounts at the time of construction.

§6.1.3 The Owner shall mark meter sites with white paint on the street and a blue flag. The Owner shall provide reasonable assistance in locating meters as required.

§6.1.4 The Owner shall provide guidance and support in either the repair or replacement of sidewalks, curb stops, and roadways if same is included in the scope of Work as described in the Contract Documents.

§6.1.5 The Owner shall provide adequate personnel to shut off or assist in the shutting off water to large meters.

§6.1.6 The Owner shall provide all required notification and/or advertisement of project to Utility water customers through water bills or other means.

§6.1.7 The Owner shall manually read water meters through substantial completion date of this project for verification of meter function and installation inspection purposes.

§6.1.8 The Owner shall identify any Work that will take place outside of Utility easements at the time of construction.

§6.1.9 The Owner shall communicate with its billing service provider and grant the Contractor access to data necessary for integration. The Owner shall pay any fees associated with data integration that the Owner's billing service provider imposes.

§6.1.10 The Owner shall be responsible for water line repairs farther than 36" away from the meter and may convey the responsibility to make repairs resulting from substandard water lines to the property owner. Nothing in this paragraph shall be construed as creating a right on behalf of any third party to require Owner to make any water line repairs.

§6.2 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§6.3 COSTS INCURRED

Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 7 CONTRACTOR**§7.1 SUPERVISION AND CONSTRUCTION PROCEDURES**

§7.1.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§7.1.2 Typical replacement procedures will be as follows:

- Identify and confirm meter number that will be replaced
- Notify customer of task that will be performed and estimated time of service interruption
- Clean out meter box, removing all dirt to expose meter connections
- If backwash exist, pump out water to prevent debris from entering meter or customer's service line
- Remove water meter and old washers
- Flush service valve
- Install new meter and washers
- Open faucet at the nearest point to meter to flush out air
- Open service valve fully
- Inspect for any signs of leaks
- Record applicable data electronically
- Clean work area

§7.1.3 The Owner will inspect all meter installations. Inspection and acceptance of contractual compliance will be accomplished by a representative of the Owner.

§7.2 LABOR AND MATERIALS

§7.2.1 Unless otherwise provided in the Contract Documents, the Contractor will furnish all necessary supervision, labor, vehicles, tools and equipment necessary for meter installation. The Owner will supply repair parts as required for the meter installations. All meter boxes and valves will be supplied by the Owner.

§7.2.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§7.2.3 Field crews and supervisors shall wear identifying clothing items such as safety vests. All vehicles shall be equipped with the contractor's logo.

§7.3 WARRANTY

Contractor will provide a two-month labor and material warranty on the new water meters and AMR/AMI system installed under this Agreement from the time of the Owner's acceptance of the Work. This warranty covers any failure of parts, components, and installation techniques used to install the new water meters and AMR system. The manufacturer will warrant the new meters and AMR/AMI system but Contractor will provide the labor to repair or replace any defective device. A water pipe problem within 36", either side of the meter, is covered by this warranty. Any problem that is further than 36" from the meter is the responsibility of the Owner. The Owner will provide a detailed written account of work it considers defective including address, contact information, and specific problem so that the Contractor can remedy the same within seven days from receipt of written notice by Owner. The Contractor will have full access to customer property to the extent such access is within the control of Owner, and opportunity to remedy any work considered

defective within seven days from the date of receipt of written notice or warranty will be waived regarding that incident. The Contractor shall not be liable for any failures which result solely from improper operation or maintenance on the Owner's part or which are due solely to normal wear and tear. Any vandalism or abuse of a meter or AMR/AMI system will void the warranty of that particular device. After the two-month warranty period has expired, standard equipment manufacturer material warranty will apply and all repair labor will be provided by the Owner.

§7.4 PERMITS, FEES AND NOTICES

The Contractor shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules, and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§7.5 CLEANING UP

The Contractor shall clean the Work area upon completion of a meter replacement, remove any debris and trash related to the Work, and restore the Work area to substantially the same condition that it was in prior to Contract's performance of the Work. If grass, asphalt or concrete needs to be repaired, the Contractor shall notify appropriate personnel.

§7.6 ACCOUNT DATA

At the end of each work day, the Contractor will supply, via email, an electronic report of meters installed for informational purposes only. At the end of each completed route, the Contractor will supply a functional electronic report of all meters installed that can be used to read the route.

ARTICLE 8 ADMINISTRATION

§8.1 ADMINISTRATOR

The Owner will provide administration of the Contract as described in the Contract Documents.

§8.2 INSPECTION

The Owner will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§8.3 PERFORMANCE OF THE WORK

The Owner will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and program in connection with the Work, since these are solely the Contractor's responsibility. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Parties understand and agree that Contractor at all times will be acting and performing as an independent contractor and not as an agent or employee of Owner.

§8.4 REJECTION OF THE WORK

The Owner has authority to reject Work that does not conform to the Contract Documents. The Owner will provide a detailed written account of work it considers not to conform to the Contract Documents including address, contact information, and specific problem so that the Contractor can remedy the same within seven days from receipt of written notice by Owner. The Contractor will have full access to customer property to the extent such access is within the control of Owner, and opportunity to remedy any work considered not to conform to the Contract Documents within seven days of receipt of written notice or the Owner waives its right to reject Work regarding that incident.

§8.5 INTERPRETATION OF PERFORMANCE

The Owner will promptly interpret and decide matters concerning performance under, and requirement of, the Contract Documents on written request from the Contractor.

§8.6 INTERPRETATION BY INTENT

Interpretations and decisions of the Owner will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

ARTICLE 9 CHANGES IN THE WORK**§9.1 CHANGE ORDERS**

The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing.

§9.2 UNKNOWN CONDITIONS

If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 10 TIME**§10.1 TIME LIMITS**

Time limits stated in the Contract Documents are of the essence of the Contract.

§10.2 DELAYS

If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment by Owner at Contractor's request. Such equitable adjustment by Owner shall not be effective unless and until approved in writing by Owner, and such written approval shall not be unreasonably withheld.

§10.3 HOURS OF OPERATION

Work may be conducted Monday through Saturday between the hours of 8 AM and sunset, unless a site has "restricted access." Sites identified as "restricted access" shall be serviced only during normal hours of operation of the site and on Monday through Friday. There are some commercial establishments that the Contractor will have to work around certain business hours of operation in order to shut off the water. The Contractor will be responsible for contacting the property owner to schedule meter replacement and advise about any service interruption. The Owner will assist the Contractor in contacting the property owner if requested and will determine the course of action if the property owner is not able to easily schedule an appropriate time for meter replacement.

ARTICLE 11 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety procedures and programs, including all those required by law in connection with performance of the Contract. The Contractor shall make reasonable efforts to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable. Any water pipe problem that is further than 36" from the meter is the responsibility of the Owner.

ARTICLE 12 CORRECTION OF WORK**§12.1 CORRECTION OF REJECTED WORK**

The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work.

§12.2 CORRECTION OF NON CONFORMING WORK

In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of two months after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

ARTICLE 13 MISCELLANEOUS PROVISIONS**§13.1 ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§13.2 GOVERNING LAW

The Contract shall be governed by the laws of the State of OKLAHOMA and the ordinances of the City of Coweta, OK regardless of choice of law provisions. The exclusive forum for resolution of any dispute regarding this Agreement shall be in the state or federal courts having jurisdiction in Coweta, OK.

ARTICLE 14 TERMINATION OF THE CONTRACT**§14.1 TERMINATION BY THE CONTRACTOR**

If the Owner fails to make payment as provided in Section 4.4 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed.

§14.2 TERMINATION BY THE OWNER FOR CAUSE

§14.2.1 The Owner may terminate the Contract if the Contractor

1. Refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction after receipt of written notice describing the infraction; or
4. is otherwise guilty of substantial breach of a provision of the Contract Documents.

§14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate the contract and may

1. take possession of the site and of all materials thereon owned by the Contractor, and
2. finish the Work by whatever reasonable method the Owner may deem expedient.

§14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§14.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with a reasonable overhead and profit on the Work not executed, subject to Owner's review and approval, which shall not be unreasonably withheld.

ARTICLE 15 OTHER TERMS CONDITIONS**§15.1 LIMITATION OF LIABILITY**

Contractor agrees to indemnify and hold harmless Owner, including its officers, employees, agents and representatives, from and against any and all third party claims of any kind arising from or related to the Work performed pursuant to the Contract, and for the defense or settlement thereof, including, without limitation, costs of court, awards of damages, fines or penalties, reasonable attorneys' fees, and other costs of defense or of settlement, attempted settlement or alternative dispute resolution provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or

anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder

§15.2 NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to and does not create rights or remedies in favor of any third parties.

§15.3 SEVERABILITY

If any part of this Contract is held unenforceable by a court of competent jurisdiction and authority, the remainder of the Contract shall be construed as if that portion held unenforceable were not part of the Contract, and effect shall be given to the remainder of the Contract to the extent possible without internal contradictions created by such severance.

§15.4 AUTHORITY TO ENTER INTO AGREEMENT

Contractor expressly warrants that the person signing this Contract on behalf of Contractor is fully authorized and legally competent to execute this Agreement on Contractor's behalf.

Owner expressly warrants that the person signing this Contract on behalf of Owner is fully authorized and legally competent to execute this Agreement on Owner's behalf.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

Evette Morris
Mayor & Chairmen of the Board of Trustees

Katrina Gregory, Manager

(Printed name, title and address)

(Printed name, title and address)

310 S. Broadway

2912 S Access Rd

Coweta, OK 74429

Longview, TX 75602

City of Coweta, Oklahoma
AMR System
Bid Opening Date: February 10, 2020, 11:00 am

BID TABULATION

Item No.	Description	Quantity	Unit	METER INSTALL GROUP				UTS				FERGUSON				CORE & MAIN			
				Unit Cost	Installation Cost	Installed Cost per Unit	Total Cost For Meter Size	Unit Cost	Installation Cost	Installed Cost per Unit	Total Cost For Meter Size	Unit Cost	Installation Cost	Installed Cost per Unit	Total Cost For Meter Size	Unit Cost	Installation Cost	Installed Cost per Unit	Total Cost For Meter Size
A1	5/8" x 3/4" Meters with integrated encoder RF register devices	3,200	EA	\$ 142.50	\$ 39.00	\$ 181.50	\$ 580,800.00	\$ 170.00	\$ 55.00	\$ 225.00	\$ 720,000.00	\$ 164.00	\$ 58.00	\$ 222.00	\$ 710,400.00	\$ 190.50	\$ 39.00	\$ 229.50	\$ 734,400.00
A2	1" Meters with integrated encoder RF register devices	4	EA	\$ 226.00	\$ 39.00	\$ 265.00	\$ 1,060.00	\$ 225.00	\$ 60.00	\$ 285.00	\$ 1,140.00	\$ 321.00	\$ 58.00	\$ 379.00	\$ 1,516.00	\$ 315.00	\$ 51.00	\$ 366.00	\$ 1,464.00
A3	2" Meters with integrated encoder RF register devices	24	EA	\$ 597.00	\$ 475.00	\$ 1,072.00	\$ 25,728.00	\$ 620.00	\$ 250.00	\$ 870.00	\$ 20,880.00	\$ 498.00	\$ 305.00	\$ 803.00	\$ 19,272.00	\$ 615.00	\$ 250.00	\$ 865.00	\$ 20,760.00
SUBTOTAL SECTION A: METER BID				\$ 607,588.00				\$ 742,020.00				\$ 731,188.00				\$ 756,624.00			
No.	Description	Quantity	Unit	Installed Cost		Ongoing Cost													
B1	Meter Reading Software	1	EA	\$ 3,000.00		\$ 2,000.00		\$ -		\$ 3,000.00		\$ 1,500.00		\$ 1,700.00		\$ 10,400.00		\$ 3,000.00	
B2	Hand Held Meter Reading Device	1	EA	-		-		-		-		\$ 5,500.00		\$ 2,080.00		-		-	
B3	Laptop Computer for drive by reading	1	EA	6,000.00		-		30,000.00		-		27,500.00		-		-		-	
SUBTOTAL SECTION B: AMR READING SOFTWARE/EQUIP				\$ 9,000.00		\$ 2,000.00		\$ 30,000.00		\$ 3,000.00		\$ 34,500.00		\$ 3,780.00		\$ 10,400.00		\$ 3,000.00	
				TOTAL BID METERS/SOFTWARE \$ 616,588.00				TOTAL BID METERS/SOFTWARE \$ 772,020.00				TOTAL BID METERS/SOFTWARE \$ 765,688.00				TOTAL BID METERS/SOFTWARE \$ 767,024.00			

SECTION C: MISCELLANEOUS INSTALLATION MATERIALS

No.	Description	Quantity	Unit	METER INSTALL GROUP		UTS		FERGUSON		CORE & MAIN	
				Cost per Unit		Cost per Unit		Cost per Unit		Cost per Unit	
C1	Typical plastic meter box for 5/8" x 3/4" meters	1	EA			\$ 45.00		\$ 30.00		\$ 94.95	
C2	Lids for typical plastic meter box for 5/8" x 3/4" meters	1	EA	\$ 18.00		\$ 10.00		\$ 17.50		\$ 25.50	
C3	2" Compound meters with integrated encoder RF register devices	1	EA	\$ 1,095.00		\$ 1,225.00		\$ 2,850.00		\$ 995.00	
C4	Acquisition and installation of RF register on existing meters (per unit)	1	EA	\$ 123.00		No response		No response		\$ 182.00	
Addendum No. 1 acknowledged on exterior (Yes/No)				Y		N		N		N	
Addendum No. 2 acknowledged on exterior (Yes/No)				Y		N		N		N	

ACKNOWLEDGED BY:

 JULIE CASTEEN, CITY CLERK 2/10/2020

RESOLUTION NO. 2020-07

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, AN OKLAHOMA MUNICIPAL CORPORATION, AND THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, AN OKLAHOMA PUBLIC TRUST HAVING THE CITY OF COWETA, OKLAHOMA AS ITS BENEFICIARY, ALLOCATING FUNDS FOR THE PURCHASE OF AUTOMATIC METER READING TECHNOLOGY AND THE TERMS FOR THE REPAYMENT THEREOF.

WHEREAS, the City of Coweta, Oklahoma, (“City”), an Oklahoma municipal corporation, owns a domestic water system which serves the citizens of City and surrounding areas in Wagoner County, Oklahoma,

WHEREAS, the Coweta Public Works Authority, (“Authority”) is an Oklahoma public trust which has the City as its beneficiary,

WHEREAS, the City, acting by and through the City Council, its duly elected governing body, and the Authority, acting by and through its duly appointed governing body, the Trustees, have entered into and are operating pursuant to a lease of the water system between the City and the Authority whereby the Authority is improving, maintaining and operating the water system for the benefit of the City, the citizens of the City and entities as well as individuals in surrounding areas of Wagoner County, Oklahoma

WHEREAS, the City Council and the Trustees recognize the need for the operation of public utilities to be as efficient as possible; and

WHEREAS, the Authority currently reads water meters manually each month, utilizing thereby human capital that can be used more efficiently in other areas of operation; and

WHEREAS, Automatic Meter Reading Technology (AMR) has been used for several decades to improve the efficiency of data collection for various utilities; and

WHEREAS, the City currently has unrestricted and unencumbered funds available in its Capital Projects Fund to cover the costs of the acquisition and installation of an AMR system; and

WHEREAS, the Authority has the ability to repay the City for the costs of the AMR system over a period of years; and

WHEREAS, the use of funds currently available from the City will reduce financing costs for the project.

THEREFORE, BE IT RESOLVED by the City Council of the City of Coweta, Oklahoma and the Board of Trustees of the Coweta Public Works Authority, that:

SECTION 1. The City shall provide funding in an amount not to exceed Six Hundred and Seventeen Thousand and No/100s Dollars (\$617,000.00) to the Authority for the purchase and installation of Automatic Meter Reading Technology.

SECTION 2. The Authority shall pay to the City the sum of Six Hundred and Seventeen Thousand and No/100s Dollars (\$617,000.00), or so much thereof that is actual used by the Authority for the purchase and installation of the Automatic Meter Reading Technology plus interest at One Percent (1%) per annum, said sum payable in equal annual installments over a term of Nine (9) years from the date of the last payment made to a third party for the acquisition and installation of the Automatic Meter Reading Technology. Interest shall accrue from the date of the last payment made to a third party for the acquisition and installation of the Automatic Meter Reading Technology. Payments shall be due on the first anniversary date of the beginning of interest accrual and on each anniversary date thereafter until paid in full.

SECTION 3. The obligation created hereby as well as any payments of principal and interest made hereon by the Authority will be subordinate to any and all secured debts of the Authority. The City Manager is hereby authorized execute on behalf of the City any lawful and reasonable Subordination Agreements as may be required by Secured Creditors of the Authority.

This Resolution is approved in open meeting by the City Council of the City of Coweta, Oklahoma, and the Board of Trustees of the Coweta Public Works Authority on this 2nd day of March 2020.

Evette Morris, Mayor and Chairman

ATTEST:

Julie Casteen, City Clerk

APPROVED:

Ronald D. Cates, City/Trust Attorney



POST OFFICE BOX 850 • COWETA, OKLAHOMA 74429 • PH. (918) 486-2189 • FAX (918) 486-5366 • www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council
From: Wm. H. Cohrs, III, PE, Community Development Director
Re: Acceptance of Unimproved Road Right-ofWay
Date: March 2, 2020

BACKGROUND

A development is planned north of the intersection of 121st East Avenue and 273rd East Avenue. This is un-plated land located in part of the Southeast Quarter of Section 35, Township 18 North, Range 15 East of the Indian Base and Meridian. The Owner wishes to dedicate road right-of-way to the City while design of the street improvements is being done. This right-of-way includes the statutory Right-of-way as well as additional land.

STAFF RECOMMENDATION

Staff recommends the acceptance of the un-improved right-of-way with the condition that once the improvements have been completed the owner will request the council accept the improvements.

ATTACHMENTS

Deed of dedication

RESOLUTION NO. 2020-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC RIGHT OF WAY CERTAIN UNIMPROVED PROPERTY LOCATED WITHIN SECTION 35, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA.

WHEREAS, necessary roadway improvements for 273rd E Avenue north of 121st St S are in the design process; and

WHEREAS, the necessary improvements require right of way not included in the statutory right of way now in existence; and

WHEREAS, the owner of the property is prepared to dedicate the additional right of way and make the necessary improvements to the roadway.

THEREFORE, BE IT RESOLVED by the City Council of the City of Coweta, Oklahoma that:

Section 1. The City of Coweta accepts as dedicated right of way the unimproved property further described below:

A tract of land located in the Southeast Quarter (SE/4) of Section Thirty-five (35) in Township Eighteen (18) North and Range Fifteen (15) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Wagoner County, State of Oklahoma;

Being more particularly described as follows:

Beginning at the SE corner of the SE/4 of Sec. 35, T-18-N, R-15-E, I.B.&M.; Thence S 88°44'55" W along the south line of said SE/4 a distance of 35.25 feet; Thence N 01 °24'11" W a distance of 266.21 feet; Thence N 29°47'54" W distance of 570.76 feet; Thence N 60°12'06" E a distance of 60.00 feet to the present railroad right-of-way; Thence S 29°47'54" E along said present railroad right-of-way a distance of 533.89 feet to the east line of said SE/4; Thence S 01 °24'11" E along the east line of said SE/4 a distance of 327.26 feet to the Point of Beginning, and containing 1.001 acres, more or less.

Section 2. The dedicated right of way will be combined with statutory right of way for the construction of 273rd E Avenue north of 121st Street S, design and construction of such to be completed by the dedicator of the right of way

Section 3. The City Council may accept the completed roadway as dedicated public infrastructure as a separate action at a later date.

This Resolution is approved in open meeting by the City Council of the City of Coweta on this 2nd day of March 2020.

Evette Morris, Mayor

ATTEST:

Julie Casteen, City Clerk

APPROVED:

Ronald D. Cates, City Attorney

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **ROLAND INVESTMENTS, LTD.**, an Oklahoma corporation, a/k/a **ROLAND INVESTMENTS**, the owner of the legal and equitable title to the following real estate situated in the City of Coweta, Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the City of Coweta, Oklahoma, the grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby dedicate to the **CITY OF COWETA** for the benefit of the public, forever, the following described real property, to-wit:

A tract of land located in the Southeast Quarter (SE/4) of Section Thirty-five (35) in Township Eighteen (18) North and Range Fifteen (15) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Wagoner County, State of Oklahoma; being more particularly described as follows:

Beginning at the SE corner of the SE/4 of Sec. 35, T-18-N, R-15-E, I.B.&M.; Thence S 88°44'55" W along the south line of said SE/4 a distance of 35.25 feet; Thence N 01°24'11" W a distance of 266.21 feet; Thence N 29°47'54" W a distance of 570.76 feet; Thence N 60°12'06" E a distance of 60.00 feet to the present railroad right-of-way; Thence S 29°47'54" E along said present railroad right-of-way a distance of 533.89 feet to the east line of said SE/4; Thence S 01°24'11" E along the east line of said SE/4 a distance of 327.26 feet to the Point of Beginning, and containing 1.001 acres, more or less.

Basis of bearing is the Oklahoma State Plane Coordinate System.

Together with all the improvements thereon and appurtenances thereunto belonging.

TO HAVE AND TO HOLD such property unto the **CITY OF COWETA**, grantee, its successors and assigns forever.

DATED the _____ day of January, 2020.

ROLAND INVESTMENTS, LTD.,

An Oklahoma corporation

By: Phillip M. Roland, President

STATE OF OKLAHOMA)

COUNTY OF TULSA) ss.

Before me, the undersigned Notary Public, in and for said County and State, on this ____ day of January, 2020, personally appeared **Phillip M. Roland**, known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of **ROLAND INVESTMENTS, LTD.**, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

Schedule B – Special Exceptions

11. Statutory Section line roads to the extent they affect the subject property. (AFFECTS)
12. Right of Way Deed in favor of Missouri, Kansas and Oklahoma Railroad Company, a corporation, dated August 8, 1902, filed September 8, 1919, and recorded in the office of the Wagoner County Clerk in Book 135 at Page 289. (DOES NOT AFFECT)
13. Right of Way Deed in favor of The Prairie Pipe Linc Company, a corporation, dated April 29, 1929, filed July 6, 1929, and recorded in the office of the Wagoner County Clerk in Book 198 at Page 467. (AFFECTS BLANKET EASEMENT)
14. Easement for Right of Way in favor of the State of Oklahoma, dated February 13, 1941, filed May 10, 1941, and recorded in the office of the Wagoner County Clerk in Book 227 at Page 52. (DOES NOT AFFECT)
15. Report of Commissioners No. 10031, in the District Court of Wagoner County, Oklahoma, in favor of the State of Oklahoma, ex rel State Highway Commission of the State of Oklahoma, dated April 11, 1941, filed May 10, 1941, and recorded in the office of the Wagoner County Clerk in Book 227 at Page 88. (DOES NOT AFFECT)
16. Right of Way Easement in favor of Rural Water District No. 4, Wagoner County, Oklahoma, filed May 8, 1967, and recorded in the office of the Wagoner County Clerk in Book 358 at Page 255; except to the extent released by Partial Release of Right-of-Way Easement, dated October 10, 1979, filed October 15, 1979, and recorded in Book 543 at Page 151; except to the extent released by Release of Right of Way Easement, dated February 15, 1996, filed February 20, 1996, and recorded in Book 915 at Page 280A, which releases all except the South 20 feet of the North 44.75 feet thereof. (DOES NOT AFFECT)
17. Right of Way Easement in favor of Rural Water District No. 4, dated March 29, 1967, filed July 21, 1972, and recorded in the office of the Wagoner County Clerk in Book 407 at Page 671; except to the extent released by Partial Release of Right-of-Way Easement, dated October 10, 1979, filed October 15, 1979, and recorded in Book 543 at Page 151; except to the extent released by Release of Right of Way Easement, dated February 15, 1996, filed February 20, 1996, and recorded in Book 915 at Page 280A, which releases 1111 except the South 20 feet of the North 44.75 feet thereof. (DOES NOT AFFECT)
18. Right-of-Way Easement in favor of Public Service Company of Oklahoma, an Oklahoma corporation, dated August 27, 1984, filed September 20, 1984, and recorded in the office of the Wagoner County Clerk in Book 659 at Page 160. (AFFECTS)
19. Terms, conditions, and provisions of the Order to Enlarge the Purposes and Powers of Rural Water District No. 4 in Wagoner County, Oklahoma, No. 4, dated November 27, 1984, filed November 27, 1984, and recorded in the office of the Wagoner County Clerk in Book 662 at Page 539. (AFFECTS)
20. Utility Easement in favor of the City of Coweta, Oklahoma, a municipal corporation, dated June 24, 1985, filed June 25, 1985, and recorded in the office of the Wagoner County Clerk in Book 675 at Page 39. (AFFECTS)
21. Underground Right-of-Way Easement in favor of Public Service Company of Oklahoma, an Oklahoma corporation, dated September 9, 1985, filed November 15, 1985, and recorded in the office of the Wagoner County Clerk in Book 681 at Page 89. (DOES NOT AFFECT)
22. Sewer Line Easement in favor of the City of Coweta, Oklahoma, dated March 10, 2000, filed October 6, 2000, and recorded in the office of the Wagoner County Clerk in Book 109 at Page 751. (DOES NOT AFFECT)
23. Utility Easement in favor of the City of Coweta, Oklahoma, a municipal corporation, dated February 4, 2004, filed February 12, 2004, and recorded in the office of the Wagoner County Clerk in Book 1379 at Page 117. (DOES NOT AFFECT)
24. Utility Easement in favor of the City of Coweta, Oklahoma, a municipal corporation, dated February 4, 2004, filed February 12, 2004, and recorded in the office of the Wagoner County Clerk in Book 1379 at Page 118. (DOES NOT AFFECT)
25. Easement Deed by Court Order in Settlement of Landowner Action, Case No. CIV-11 1475W in the District Court of the Western District of Oklahoma, in favor of Sprint Communications Company L.P.; Qwest Communications Company, LLC, and Level 3 Communications, LLC, dated November 28, 2012, filed August 13, 2013, and recorded in the office of the Wagoner County Clerk in Book 2106 at page 507. (NO LEGAL DESCRIPTION FOR EASEMENT)
26. Ordinance 796 creating a planned unit development overlay (PU D-02), dated January 8, 2018, filed January 10, 2018, and recorded in the office of the Wagoner County Clerk in Book 2408 at Page 502. (AFFECTS - ESTABLISHES CG COMMERCIAL GENERAL AND RM-1 RESIDENTIAL MULTIPLE FAMILY MIXES-US ZONING PUD-02)

ALTA Table A Items

- (1) Monuments set at all boundary corners.
- (3) Flood Zone Classification is as shown.
- (8) Substantial features observed in the process of conducting the fieldwork are shown.
- (16) There is no recently earth moving work, building construction, and site development work at this site.

Notes

- * Benchmark Surveying & Land Services, Inc. has received and examined a copy of the Fidelity National Title Insurance Company commitment for title insurance, Commitment No. 18-8448B with an effective date of November 20, 2019, at 5:01 PM, the location of any matter shown thereon, to the extent it can be located, has been shown on the survey with an appropriate recording reference.
- * The bearing/distance base for the subject tract metes and bounds description shown on this survey is the Oklahoma State Plane Coordinate System, North Zone.

The subject tract is located in Zone X (unshaded) as shown on the FEMA Flood Insurance Rate Map 40145C0260H, revised date April 17, 2012.

-  ZONE X (SHADED)
-  ZONE AE
-  FLOODWAY IN ZONE AE



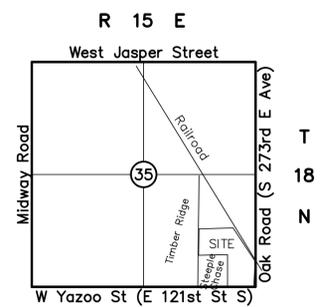
Scale: 1"=60'



Legend

- B/L BUILDING SETBACK LINE
- CPED BURIED CABLE PEDESTAL
- FH FIRE HYDRANT
- GR GAS RISER
- IP IRON PIN
- LNA LIMITS OF NO ACCESS
- LP LIGHT POLE
- PP POWER POLE
- RPC REINFORCED CONCRETE PIPE
- R/W RIGHT-OF-WAY
- SS MH SANITARY SEWER MANHOLE
- U/E UTILITY EASEMENT
- WV WATER VALVE

Location Map
SCALE: 1"=2000'



ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. CALL "OKIE" (1-800-522-6543) BEFORE DIGGING.

Legal Description of proposed roadway tract west of section line

A tract of land located in the Southeast Quarter (SE/4) of Section Thirty-five (35) in Township Eighteen (18) North and Range Fifteen (15) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Wagoner County, State of Oklahoma; being more particularly described as follows:
Beginning at the SE corner of the SE/4 of Sec. 35, T-18-N, R-15-E, I.B.&M.; Thence S 88°44'55" W along the south line of said SE/4 a distance of 35.25 feet; Thence N 01°24'11" W a distance of 266.21 feet; Thence N 29°47'54" W a distance of 570.76 feet; Thence N 60°12'06" E a distance of 60.00 feet to the present railroad right-of-way; Thence S 29°47'54" E along said present railroad right-of-way a distance of 533.89 feet to the east line of said SE/4; Thence S 01°24'11" E along the east line of said SE/4 a distance of 327.26 feet to the Point of Beginning, and containing 1.001 acres, more or less.

Legal Description of proposed roadway tract east of section line

A tract of land located in the Southwest Quarter (SW/4) of Section Thirty-six (36) in Township Eighteen (18) North and Range Fifteen (15) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Wagoner County, State of Oklahoma; being more particularly described as follows:
Beginning at the SW corner of the SW/4 of Sec. 36, T-18-N, R-15-E, I.B.&M.; Thence N 01°24'11" W along the west line of said SW/4 a distance of 327.26 feet to the present railroad right-of-way; Thence S 29°47'54" E along said present railroad right-of-way a distance of 52.04 feet; Thence S 01°24'11" E a distance of 281.55 feet to the south line of said SW/4; Thence S 88°44'55" W along the south line of said SW/4 a distance of 24.75 feet to the Point of Beginning, and containing 0.173 acres, more or less.

ALTA/ACSM Land Title Survey of A Part of the SE/4 Sec. 35, T-18-N, R-15-E Wagoner County Oklahoma

Legal Description of surveyed tract

A tract of land located in the Southeast Quarter (SE/4) of Section Thirty-five (35) in Township Eighteen (18) North and Range Fifteen (15) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Wagoner County, State of Oklahoma; being more particularly described as follows:
Commencing at the SE corner of the SE/4 of Sec. 35, T-18-N, R-15-E, I.B.&M.; Thence S 88°44'55" W along the south line of said SE/4 a distance of 245.69 feet; Thence N 01°07'16" W along the boundary of STEEPLE CHASE APARTMENTS, according to the recorded Plat No. PLC4-336 a distance of 443.00 feet to the Point of Beginning; Thence S 88°44'55" W along the boundary of said STEEPLE CHASE APARTMENTS a distance of 470.00 feet to the boundary of TIMBER RIDGE PLAZA, according to the recorded Plat No. PLC4-310; Thence N 01°07'16" W along the boundary of said TIMBER RIDGE PLAZA a distance of 324.58 feet; Thence N 88°44'55" E a distance of 405.24 feet; Thence S 29°47'54" E along a line being parallel and 60.00 feet west of the present railroad right-of-way a distance of 369.50 feet; Thence S 88°44'55" W a distance of 112.55 feet to the Point of Beginning, and containing 3.680 acres, more or less.

Surveyor's Statement

TO: RMD DEVELOPMENT, LLC, A MISSOURI LIMITED LIABILITY COMPANY; LEGACY BANK AND TRUST; FIDELITY NATIONAL TITLE INSURANCE COMPANY; COMMERCIAL TITLE & ESCROW SERVICES, INC.

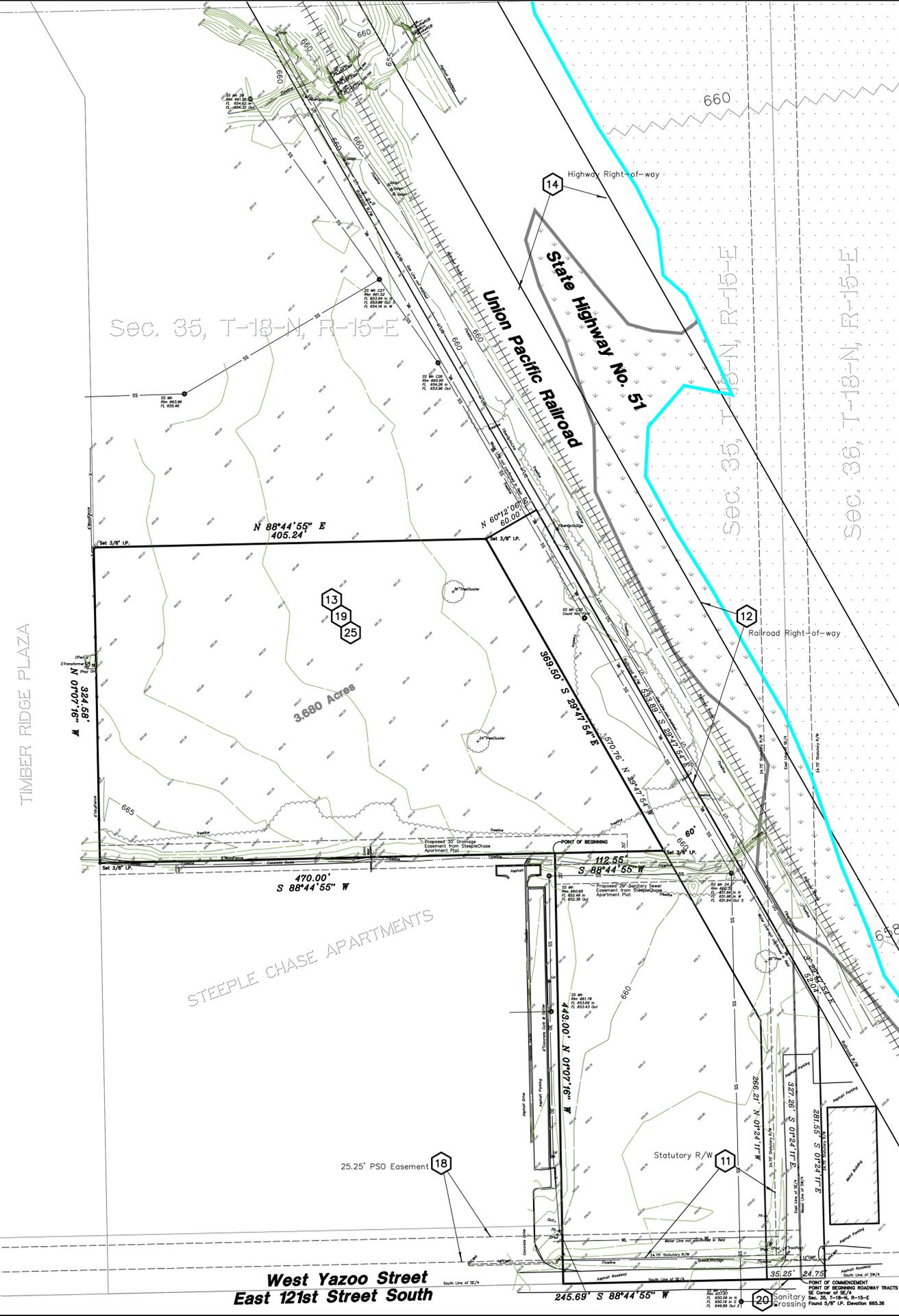
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 8, AND 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 12, 2019.

WITNESS MY HAND AND SEAL THIS 12TH DAY OF DECEMBER, 2019.



BY: KEVIN M. NEWLUN
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1289

REVISIONS	BY	DATE	FILE:	1815.3510	SURVEY BY:	tlc	DATE:	12/12/19
LAST FIELD VISIT	CC	12-12-19	ORDER:	27094	DRAWN BY:	MLG	SCALE:	1"=60'
			BOOK:	21/377	CHECKED BY:	KJN	SHEET	1 OF 1



**West Yazoo Street
East 121st Street South**